

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MARIA MANOSALVES and CARLOS  
MANOSALVES

*Plaintiffs*

v.

07-CV-3846

FUJITSU TRANSACTION SOLUTIONS, INC.

*Defendant.*

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**DEFENDANTS' INITIAL DISCLOSURE AND STATEMENT PURSUANT TO  
FED. R. CIV. PROC. R. 26(a)(1)**

Defendant, FUJITSU TRANSACTION SOLUTIONS, INC., hereby submits its initial disclosures pursuant to Rule 26(a)(1). These disclosures are being made based on information that is reasonably available at this time. Defendant reserves the right to make additional disclosures as additional information becomes available.

**(A) The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information:**

Defendant has no information responsive to this demand beyond those names that have already been disclosed. Defendant reserves the right to supplement this demand during the course of discovery.

**(B) A copy of, or a description by category and location of, all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment:**

Exhibit A- Spreadsheet of service calls to Marshalls.

Exhibit B- Agreements between TJX Operating Companies, Inc. and Fujitsu.

Defendant reserves the right to supplement this demand during the course of discovery.

**(C) A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered:**

Not applicable.

**(D) For inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment:**

FUJITSU TRANSACTION SOLUTIONS, INC. is provided insurance coverage through Tokio Marine and Fire Insurance Company, Ltd in the amount of \$1 million occurrence/ \$1 million aggregate. A copy of the policy declarations page is attached hereto as Exhibit C.

Dated: September 12, 2007  
Buffalo, New York

FELDMAN, KIEFFER & HERMAN, LLP

/s/ Andrew Feldman

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